

# **EXHIBIT A**

**Case No. 21-CV-0811-TSZ**

**(Exhibit A to Declaration of David Schaefer)**

**MITCHELL SILBERBERG & KNUPP LLP**  
A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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November 4, 2020

BY HAND

Jeffrey Conway  
8837 W Vernon  
Phoenix, AZ, 85037

Re: Infringement of Bungie Intellectual Property

Dear Mr. Conway:

We are counsel for Bungie, Inc. ("Bungie"). Bungie is the publisher, developer, and owner of the intellectual property rights in and to the video game *Destiny 2* and its various expansions, including the upcoming *Beyond Light*.

It has come to our attention that you are engaged in unlawful and malicious conduct that violates Bungie's rights. Specifically, we understand that you, through a company called Phoenix Digital Group LLC, are operating a service called "AimJunkies" that offers various cheats intended to be used with *Destiny 2*. According to the AimJunkies website (<https://cheats-hacks-aimbot.aimjunkies.com/destiny-2/>), the service allows *Destiny 2* players to utilize "undetected" cheats such as aimbots, player/NPC ESP, item ESP, no recoil, and other cheats and hacks to gain advantages in the game without fear of being banned. We understand that the service is being offered to players for \$34.95 a month. We also are aware of your involvement with other sites offering *Destiny 2* cheats, including but not limited to "mombotcheats.com" and "virtual-advantage.com."<sup>1</sup>

The cheats that you offer are specifically designed to interfere with gameplay and otherwise impair the user experience of online games such as *Destiny 2*. This is no small matter for our client. Bungie's business, and specifically the *Destiny* experience, depends upon player engagement with the vibrant community that has been painstakingly developed and nurtured over several years. As such, your activities—which upset and irritate scores of dedicated *Destiny* players—have caused and continue to cause serious injury to the value and integrity of Bungie's products and services.

Moreover, the foregoing activities are unlawful and violate the Limited Software License Agreement ("LSLA") that you entered into with Bungie,<sup>2</sup> and may further constitute copyright infringement, both direct and contributory. You also are intentionally interfering with Bungie's

<sup>1</sup> See <https://mombotcheats.com/>; <https://www.virtual-advantage.com/destiny-2-cheats-aimbot-esp>.

<sup>2</sup> Among the License Limitations contained in the LSLA, users agree that they will not "hack or modify the Program, or create, develop, modify, distribute, or use any unauthorized software programs to gain advantage in any online or multiplayer game modes[.]" See <http://www.bungie.net/7/en/Legal/SLA>.

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contracts with its users by encouraging them to use these cheats and violate the LSLA, as well. Furthermore, given the boasts on the AimJunkies website that your cheats are undetected, it is abundantly clear that your conduct is knowing and willful, which may subject you to statutory penalties under United States copyright law.

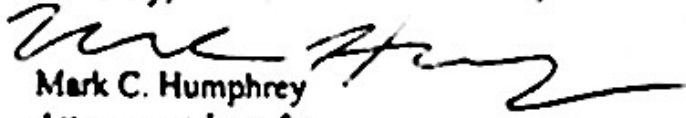
Lest there be any doubt as to the severity of this matter, Bungie has engaged us as outside litigation counsel and is prepared to promptly enforce its rights against you. Accordingly, demand hereby is made that you *immediately cease and desist* from any and all of the foregoing activity, as well as any other unauthorized activities in which you may be partaking in connection with any of Bungie's games and services, whether through AimJunkies, mombotcheats.com, virtual-advantage.com, or any other cheat suite or service. Furthermore, demand hereby is made that you identify the amount of all revenue generated in connection with the foregoing activity, as well as any other activity through which you may have exploited Bungie's intellectual property without authorization. Bungie has every intention of obtaining your ill-gotten gains, to the fullest extent possible under the law, should you fail to comply.

Confirm, *in writing and within five (5) days of receiving this letter*, that you will comply with these demands. I advise you to take this seriously, as you may not have another opportunity to resolve this matter short of legal action.

In that regard, note that under applicable law, you are required to maintain any and all electronic or hard copy documents, communications, and electronic data and information which may be relevant to Bungie's claims, including but not limited to hard drives, databases, web pages, server logs, spreadsheets, programming code, correspondence, postage logs, user "chat" messages, email and other electronic communications, instant messages, word processing documents, notebooks, social media posts, calendars, telephone logs, Internet usage files, off-line storage or information stored on removable media, information contained on laptops (whether business or personal), and network access information. To the extent that you engage in the manual or automated deletion or destruction of emails, you must forego doing so or disable any automated system that you utilize, in order to ensure the preservation of all such documents and information. Failure to abide by these requirements may result in penalties against you and form the basis of legal claims for spoliation.

Nothing contained in this letter is intended to be, nor should it be deemed to constitute, a waiver or relinquishment of any rights, claims, defenses, or causes of action possessed by Bungie, all of which expressly are reserved.

Sincerely,

  
Mark C. Humphrey  
Attorney-at-Law for  
MITCHELL SILBERBERG & KNUFF LLP

MCH/szm